

## NEWSLETTER TO MEMBERS No 33 – 2 AUGUST 2011

### THE EMPLOYER'S RETALIATION

The Union has obtained the "Guidelines" to managers as to how Fire Service management intends to attack Firefighters during the period of industrial action.

The first extraordinary thing to note about these "Guidelines" is the contention that it costs the Fire Service to do the things they now prohibit – whoever determined these "Guidelines" demonstrates a considerable lack of understanding as to the way things work on Fire Stations.

#### **Specific comments:**

##### **1 Training**

The Fire Service has cancelled all paid training – presumably including the next Recruits Course.

##### **2. Discretionary Entitlements**

- A blanket ban on considering these is hardly a proper exercise of discretion.
- No extension to Sick Leave – this is a punitive attack on the most vulnerable and says a lot about whoever determined this.
- No Study Leave – Study Leave is probably mostly already approved – so will "*entitlement already approved must stand*" actually happen?
- Coloured Watch Leave that requires approval as to timing will not be approved. Whenever these types of leave are taken (and they must be taken at some time) will possibly attract some extra cost – either now or later. There is no extra cost to the Fire Service.

It would seem management wish firefighters to look at alternative ways of getting time off.

##### **3. Return to Work/Alternative/Light Duties**

- This is another punitive attack on the most vulnerable.
- If management's explanation is credible, members on these duties need to be assessed to see if the duties forming their Rehabilitation Plan can be continued during the industrial action. If they can (or for the most part), why can they not continue working to the Rehabilitation Plan?
- Work Accident victims when "sent home" must continue to be paid at least 100% of TWW.
- Non work accident victims must continue to be paid at least 80% of average earnings.
- Will all such members be treated equally - Members who are on such duties – accident, sickness, pregnancy?

##### **4. Leave (This principally affects Black Watch)**

- The Fire Service must give 14 days notice and must attempt to reach an agreement with the employee.

- If there is any suggestion that the proper notice has not been given or that a genuine attempt to get an agreement with the individual employee has not occurred, the Union will act immediately to enforce the law.
- Any Black Watch member who is given 14 days notice should contact the Union immediately.

**5. Secondment/Acting Up**

- The Strike Notice bans acting up into Executive Officer positions.
- The Fire Service has in retaliation, moved to effectively cancel all other secondments as well.

**6. Involvement in Working Parties**

- The Fire Service will be advised that any Working Party that continues without Union involvement means a real risk of not being accepted – for example – the new Type 3 Pump proposals – If the Union is not involved in all the processes, this could mean any appliance that comes out of the process could be banned/blacked forever.

**7. Other Issues**

- E-mails – Note the reference to inappropriate responses to external e-mails.

**8. Movement of Appliances**

- Requiring Duty Executive approval – The Union sees this person could well be very busy and may not appreciate such calls at say 2.00am for a request for permission to get fuel or attend a beeping smoke alarm in a disabled persons' home.
- Of course if the Duty Executive is unable to be contacted, permission would need to be sought from the Regional Manager or the National Commander.

**9. Attendance at Sporting or Community Events**

- Presumably this means that management have cancelled the Fire Service involvement in the R.W.C.

**10. Conclusion**

All in all, a rather sad, pathetic document, put together by sad, pathetic people, who simply are unable to actually address the real issues.

**NZPFU**